LOAN AGREEMENT

BETWEEN

WOLLUMBIN HORIZONS PTY LTD (ACN 606 581 364)
AS TRUSTEE FOR THE BHULA BHULA COMMUNITY TRUST
("MORTGAGEE")

AND

MOUNT WARNING ECO VILLAGE PTY LTD (ACN 613 275 102)
("MORTGAGOR")

SCHEDULE

Mortgagee:		Wollumbin Horizons Pty Ltd (ACN 606 581 364) as trustee for the Bhula Bhula Community Trust
Mortgagee address:		c/- of Suite 38, Level 4, 46 Cavill Avenue, Surfers Paradise in the State of Queensland 4217
Mortgagee email address:		ab@rainmakereco.com.au
Mortgagee's Solicitors:		Stone Group Lawyers Pty Ltd, Suite 1305, Level 3, Southport Central Commercial Tower 1, 56 Scarborough Street, Southport QLD 4215
Mortgagor:		Mount Warning Eco Village Pty Ltd (ACN 613 275 102)
Mortgagor address:		c/- of Suite 38, Level 4, 46 Cavill Avenue, Surfers Paradise in the State of Queensland 4217
Mortgagor email address:		phill@rainmakereco.com.au
Mortgagor's Solicitors:		Jeff Horsey Solicitor
Principal Amount:		One Million, Two Hundred and Twenty-Five Thousand Dollars ($1,225,000.00).
Secured Moneys:		The aggregate Principal Amount, applicable interest and all other amounts that the Mortgagor agrees to pay under any provision of this Agreement.
Term of the Loan:		Five (5) years
Date of Loan:		7th JUNE 2017
Method of Repayment:		The Mortgagor shall repay the Secured Moneys to the Mortgagee on or before the final day of the Term of the Loan. On the final day of the Term of the Loan, if the Mortgagor has not repaid the all Secured Moneys, then the full outstanding amount shall be immediately due and payable to the Mortgagee of the Mortgagee's estate.
Fixed or variable interest rate:		During the Term of the Loan, the interest rate shall be fixed at 3% per annum, calculated on the outstanding Principal Amount (plus any accrued but unpaid interest). In the event that the Secured Moneys is not repaid to the Mortgagee during the Term of the Loan, the interest rate shall increase to 6% per annum, calculated on the outstanding Principal Amount (plus any accrued but unpaid interest).
Mortgaged property:	Folio identifier:	Lot 20 in Deposited Plan 755714A, Parish of Kunghur, County of Rous, Lot 20 in Deposited Plan 755714B, Parish of Kunghur, County of Rous, and Lot 2 in Deposited Plan 1148316, Parish of Kunghur, County of Rous
	Address:	3222 Kyogle Road, Mount Burrell 2484 in the State of New South Wales

OPERATIVE PART

1. Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this loan agreement between the Mortgagor and Mortgagee.

Business Day means a day other than a Saturday or Sunday, or a public, special or bank holiday in the State of New South Wales.

Memorandum means the standard mortgage conditions annexed as a schedule to the mortgage.

Mortgaged Property means the mortgaged property referred to in the Schedule to this Agreement being 3222 Kyogle Road, Mount Burrell 2484 in the State of New South Wales (better described Lot 20 in Deposited Plan 755714A, Parish of Kunghur, County of Rous, Lot 20 in Deposited Plan 755714B, Parish of Kunghur, County of Rous, and Lot 2 in Deposited Plan 1148316, Parish of Kunghur, County of Rous) and such other real property as the Mortgagee reasonably requires the Mortgagor to provide as security for repayment of the loan provided under this Agreement.

Mortgagee means Wollumbin Horizons Pty Ltd (ACN 606 581 364) as trustee for the Bhula Bhula Community Trust, and includes its directors, shareholders, successors in title and permitted assigns.

Mortgagor means Mount Warning Eco Village Pty Ltd (ACN 613 275 102) and includes its successors in title and permitted assigns.

Principal means the amount referred to in the Schedule to this Agreement.

Schedule means the schedule at page 2 of this Agreement.

2. Loan

a) The Mortgagee agrees to advance to the Mortgagor the Principal Amount on the terms of this Agreement.

b) The Mortgagor agrees to grant to the Mortgagee a first priority registered mortgage over the Mortgaged Property on the terms provided for in the Memorandum registered at the Land and Property Registry of New South Wales. The provisions of that Memorandum are incorporated in this Agreement.

3. National Credit Code does not apply

a) This Agreement is not made pursuant to the National Credit Code regulating loans by mortgagees in the business of making residential loans. If this Agreement is found to be governed by such code resulting in different obligatory requirements from those set out herein then the performance of those obligations shall apply to the extent required by such code without affecting the enforceability of the other provisions hereof.

4. Repayments

a) The Mortgagor must repay the Secured Moneys in full on or before the date of completion of the Term of the Loan.

5. Calculation of interest

Compounding

a) For the purposes of calculation of interest, the Secured Moneys shall include the balance of the Principal Amount, all unpaid interest and all other amounts then due under this Agreement or the mortgage.

b) In the event one (1) or more payments are overdue, notwithstanding the mortgagor may seek to specify that a payment is a payment in respect of a specific overdue amount, all payments shall be credited to such overdue payments before being credited to presently due payments.

6. Fixed interest

a) The Schedule specifies that this is a fixed interest loan, and accordingly interest shall be calculated by applying the rates specified in the Schedule to the outstanding Loan Amount plus any accrued but unpaid interest.

7. Further advances

a) From time to time the Mortgagor and the Mortgagee may agree in writing to the making of further advances on such terms as to interest and repayments as are agreed. Such writing shall form part of this Agreement and all rights and obligations relating to such further advances shall be the same as those contained in this Agreement.

8. Trusts

a) If the Mortgagor holds the Mortgaged Property as a trustee of a trust, then the Mortgagor is bound by the obligations of this Agreement and mortgage personally as well as in the capacity of the trustee of a trust whether or not the instrument evidencing the trust has been produced to the Mortgagee.

b) The Mortgagor as trustee covenants that the trustee has full power to enter into this mortgage and is indemnified by the trust against any losses that may eventuate as a result of the trustee entering into this mortgage.

c) The Mortgagor is liable for the obligations in this Agreement and its liability is not limited to the estate or interest of the Mortgagor as trustee of the Mortgaged Property.

d) Nothing shall prejudice, affect or in any way limit the liability of the Mortgagor under this mortgage or oblige the Mortgagee to concern itself with the application of any money paid or credited to the Mortgagor, or to make any inquiry as to any right or claim by any person other than the Mortgagor to any money so paid or credited; or oblige the Mortgagee to take notice of any actual, contingent or future interest of any person in or under the trust.

9. Default

a) In the event any one (1) or more of the events of default (**Events of Default**) set out below shall occur, the Mortgagee may by notice in writing to the Mortgagor require the Mortgagor to rectify the breach within thirty (30) days (**Breach Notice**). Following the passing of thirty (30) days of the date of a Breach Notice, the Mortgagee may immediately require the repayment the full amount of the outstanding Secured Moneys. The Mortgagee may also sue the Mortgagor for any amount owing under this Agreement and enforce any rights the Mortgagee has in relation to the Mortgaged Property, including selling the property to recover the Secured Moneys. For the purposes of this clause the following are events of default:

i. failure by the Mortgagor to comply with any of the covenants expressed or implied in this Agreement, the mortgage and any other collateral agreement;

ii. failure by the Mortgagor in the due and punctual payment of any money as payment falls due under this Agreement, the mortgage or any other collateral agreement;

iii. being a trustee the Mortgagor without the prior written consent of the Mortgagee ceases to be the trustee;

iv. the Mortgagor becoming bankrupt or being a corporation going into liquidation, voluntary administration or insolvency;

v. if the Mortgagor is a company, a change in the ownership of shares attaching more than 50% of the voting rights;

vi. a power of sale arises under the Mortgaged Property; or

vii. any judgment is enforced against the Mortgaged Property.

10. Interest following judgement

a) The Mortgagor agrees as an independent obligation which will not merge in any judgment, to pay interest on any judgment or order for the payment of all or any part of the money secured at the rate payable under the judgment.

11. Invalidity by operation of law

a) If any provision of this Agreement is invalid due to the operation of any statute or rule of law, then such provision is severed from this Agreement.

12. Further assurance and power of attorney

a) The Mortgagor shall, whenever requested by the Mortgagee and at the cost and expense of the Mortgagor, do or cause to be done anything requested by the Mortgagee to further and more satisfactorily assure the Mortgagor's obligations under this Agreement.

b) The Mortgagor irrevocably appoints the Mortgagee as its attorney with authority to do any act and sign any document as may be necessary to give effect to the Mortgagor's obligations under this Agreement.

13. Indemnity

a) The Mortgagor indemnifies the Mortgagee against all liabilities arising out of the Mortgagee's exercise of its powers under this Agreement and against any actions or proceedings against the Mortgagee in respect of any action or omission by the Mortgagee whilst exercising the Mortgagee's powers. Any money received by the Mortgagee may be used to give effect to this indemnity.

14. Loss

a) The Mortgagee will not be liable for any loss arising out of the exercise of any of the Mortgagee's powers, and the Mortgagor indemnifies the Mortgagee against all such losses.

15. Costs

a) The Mortgagor is solely responsible for all costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with the negotiation, preparation, execution, stamping and registration of this Agreement and the mortgage, and the exercise of the powers of the Mortgagee on default.

16. Independent financial and legal advice

a) The Mortgagor agrees that they have sought such financial and legal advice as they considered appropriate for an understanding of this Agreement before entering into it, and enters this Agreement by its own free will and under no duress.

17. Notices

a) A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:

i. delivered personally; or

ii. posted to the address specified in the Schedule, when it will be treated as having been received on the second Business Day after posting; or

iii. sent by email to the email address specified in the Schedule, when it will be treated as received when it enters the recipient's information system.

18. Interpretation

a) This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state and the Commonwealth of Australia.

b) In the interpretation of this Agreement:

i. words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or Agreements also mean those documents or Agreements as changed, novated or replaced, and words denoting one gender include all genders;

ii. grammatical forms of defined words or phrases have corresponding meanings;

iii. parties must perform their obligations on the dates and times fixed by reference to the state in which the Mortgaged Property is situated;

iv. reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

v. if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in New South Wales, then it must be done on the next Business Day;

vi. references to a party are intended to bind their executors, administrators and permitted transferees;

vii. obligations affecting more than one party bind them jointly and each of them severally; and

viii. reference to the advance or the debt or money secured or money owing means the advance, the principal, interest, further advances and all other money payable from time to time by the Mortgagor to the Mortgagee.

EXECUTED AS AN AGREEMENT

SIGNED SEALED & DELIVERED BY WOLLUMBIN HORIZONS PTY LTD (ACN 606 581 364) AS TRUSTEE FOR THE BHULA BHULA COMMUNITY TRUST in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Cherie Stokes
Signature of witness

Cherie Stokes
Print name of witness

ADRIAN PETER BRENNOCK, Director

SIGNED SEALED & DELIVERED BY MOUNT WARNING ECO VILLAGE PTY LTD (ACN 613 275 102) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

MARTIN MADDREN, Director

PHILLIP JOHN DIXON, Director